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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DOMINIC COBARRUVIAZ, ARLIN
GOLDEN, JOHN REILLY,
CHRISTOPHER RUSSELL, SUSAN
BANNON, BATYA WEBER, AND
DEREK WILLIAMS, Individually, and On
Behalf of All Others Similarly Situated
Employees,

Plaintiffs,

v.

MAPLEBEAR, INC., dba INSTACART and
DOES 1 through 100, inclusive,

Defendants.

Case No. 3:15-cv-00697-EMC

**STIPULATION AND [PROPOSED]
ORDER REGARDING SCOPE OF NEW
EMPLOYMENT CONTRACT AND
ARBITRATION AGREEMENT AND
TOLLING**

Judge: Hon. Edward M. Chen

1 WHEREAS, Defendant Maplebear, Inc. dba Instacart (“Instacart”) seeks to enforce
2 arbitration provisions in an Independent Contractor Agreement (“IC Agreement”) between certain
3 individuals and Instacart, as detailed in Instacart’s pending Motion to Compel Individual
4 Arbitration (Dkt. No. 29);

5 WHEREAS, Instacart recently offered a position of employment with Instacart (“the
6 Employment Contract”) (attached hereto as Exhibit A) to certain members of Plaintiffs’ proposed
7 class;

8 WHEREAS, the Employment Contract includes an arbitration agreement (“Employment
9 Arbitration Agreement”) with terms that are different from those in the operative version of the
10 arbitration agreement at issue in Instacart’s currently pending Motion to Compel Arbitration (Dkt.
11 No. 29);

12 WHEREAS, Plaintiffs’ counsel are concerned that proposed class members may construe
13 the Employment Contract as resolving, undermining, or otherwise affecting their claims in this
14 litigation;

15 WHEREAS, Instacart’s position is that the Employment Contract and Employment
16 Arbitration Agreement do not affect the pending Motion to Compel Individual Arbitration, do not
17 apply to any IC Agreement, and do not affect the rights of putative class members to participate
18 in this pending litigation related to relationships allegedly created under the IC Agreement; and

19 WHEREAS, the Parties wish to avoid any motion practice in this litigation regarding the
20 effect of the Employment Contract and the Employment Arbitration Agreement on the Instacart’s
21 pending Motion to Compel Individual Arbitration, and also to avoid any motion practice
22 regarding any assertion by Plaintiffs regarding whether a “corrective notice” should be issued
23 relating to the Employment Contract or Employment Arbitration Agreement, an assertion that is
24 disputed by Instacart.

25 NOW THEREFORE, the Parties stipulate and agree as follows:

- 26 1. The Employment Contract, including the Employment Arbitration Agreement therein,
27 applies only to employment relationships created with Instacart from the time of
28 execution forward, and does not apply retroactively to any relationship created under a

1 previously existing IC Agreement.

- 2 2. Nothing in the Employment Contract (including the Employment Arbitration
3 Agreement therein) affects the ability of putative class members to participate in this
4 litigation related to relationships allegedly created under a previously existing IC
5 Agreement.
- 6 3. The statutes of limitations for Fair Labor Standards Act ("FLSA") claims asserted by
7 Plaintiffs in their "[PROPOSED] COLLECTIVE ACTION COMPLAINT [29 U.S.C.
8 §§ 201] AND FIRST AMENDED CLASS ACTION COMPLAINT," dated April 8,
9 2015, to the extent they are still currently running, are hereby tolled from June 23,
10 2015 until fourteen days after a decision on Defendant's Motion to Compel
11 Arbitration (Dkt No. 29) and Motion to Dismiss (Dkt No. 27).

12 Dated: July 21, 2015

KEKER & VAN NEST LLP

14 By: /s/ Rachael E. Meny

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BENJAMIN BERKOWITZ
NIKKI K. VO
RYAN K. WONG

Attorneys for Defendant
MAPLEBEAR, INC. dba INSTACART

18 Dated: July 21, 2015

THE ARNS LAW FIRM

20 By: /s/ Robert S. Arns

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DEREK WILLIAMS, Individually, and On
Behalf of All Others Similarly Situated
Employees

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated: 7/22/15

Honorable District Judge Edward M. Chen
UNITED STATES DISTRICT COURT

